

Solicitation Number FDA-SOL-1164724

Annual Software License for the Molecular Operating Environment (MOE)

PART 1 – DESCRIPTION

The U.S. Food and Drug Administration's (FDA) Center for Drug and Evaluation Research (CDER) has a need for Molecular Operating Environment which is a comprehensive software system for Life and Material Science.

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Federal Acquisition Regulation (FAR) Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested, and a separate written solicitation will not be issued.

This solicitation is a Request for Quote (RFQ) using FAR Parts 12 and 13 procedures. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2005-87. The North American Industry Classification System (NAICS) code for the proposed acquisition is 541511, Custom Computer Programming Services, with a small business size standard of \$27,500,000.00 dollars.

PART 2 – SERVICES AND PRICES**2.1 CONTRACT TYPE: FIRM-FIXED-PRICE****2.2 Pricing Table**

CLIN	Description	Quantity	Unit Price	Firm-Fixed-Price*
0001	Annual Software License for the Molecular Operating Environment (MOE) Includes support and updates	3 Tokens	\$	\$
1001	Option Year 1:	3 Tokens		
2002	Option Year 2:	3 Tokens		
3004	Option Year 3:	3 Tokens		
4004	Option Year 4:	3 Tokens		
	TOTAL MAXIMUM POTENTIAL FIRM-FIXED- PRICE		\$	\$

***The firm-fixed-prices are inclusive of all costs, such as shipping, parts, installation, training, labor, travel, and any other warranty and service maintenance costs. Payment is only authorized for the respective firm-fixed-prices upon successful completion of the**

respective CLIN, including delivery and acceptance of all deliverables, as determined by the FDA Contracting Officer's Representative (COR), and upon submission of a proper invoice. Proper invoice submission includes following the invoice instructions below.

PART 3 – DESCRIPTION/SPECIFICATIONS

3.1 Scope:

Essential Characteristics required:

- a. Shall be capable of storing structure-based databases and their associated toxicity information
- b. Shall be capable of extracting correlations based on molecular descriptors
- c. Shall be capable of identifying off-target interactions and predicting drug-drug interactions
- d. Shall exist in an internally installed client-server version that can access user stored proprietary data
- e. Shall allow the user to create, edit, save and share results obtained from the platform
- f. Shall have the ability to conduct chemical searches
- g. Shall be capable of exporting results and compatible with commonly used data management and visualization tools
- h. Shall be eligible for regular updates and support
- i. Shall be customizable and programmable
- j. Shall be capable of seamlessly integrate FDA internal SD file format
- k. Shall be capable of identifying protein-ligand interactions
- l. Shall be capable of protein/peptide modeling and simulations
- m. Shall be capable of performing clustering analysis
- n. Shall be capable of performing pharmacophore analysis

3.2 Optional License

The offerors shall provide pricing for optional license.

The FDA shall have a unilateral right to exercise optional periods. The option period of performance, if exercised, shall commence as follows:

OPTION	PERIOD FROM THE EFFECTIVE DATE OF THE ORDER
Option Year 1: 3 Tokens	To begin 1 st Year following ARO
Option Year 2: 3 Tokens	To begin 2 nd Year following ARO
Option Year 3: 3 Tokens	To begin 3 rd Year following ARO.
Option Year 4: 3 Tokens	To begin 4 th year following ARO.

FAR 52.217-8, Option to Extend Services (November 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period of performance of this contract.

(End of Clause)

FAR 52.217-9, Option to Extend the Term of the Contract (March 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the period of performance of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

3.3.8 Delivery

The contractor shall deliver at the following location:

TBD

3.4 Contract Administration

Contracting Officer's Representative (COR)

The following COR will represent the Government for the purpose of this order: [TBD]

The COR is responsible for the following as required by this order: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the Statement of Work and any other technical performance requirements; (3) performing technical evaluations; (4) performing technical inspections and acceptances; and (5) assisting in the resolution of technical problems encountered during performance.

The Contracting Officer is the **only person with authority to act as an agent of the Government under this order**. Only the Contracting Officer has authority to: direct or negotiate any changes in the order, including modifying or extending the period of performance, changing the delivery schedule, authorizing reimbursement to the Contractor for any costs incurred during the performance of this order, or otherwise change any terms and conditions of this order.

The contact information for the Contracting Officer is the following:

Nicola Carmichael
U.S. Food and Drug Administration
Office of Acquisitions and Grants Services
Rockville, MD 20857
Nicola.Carmichael@fda.hhs.gov
(240) 402-7568

The contact information for the Contractor is the following: [TBD]

PAYMENT

The Government will pay the Contractor only each respective deliverable's firm-fixed-price delineated in the table in Subpart 2.2 above, upon successful completion, as determined by the COR, and upon submission of a proper invoice. Proper invoice submission includes following the invoice instructions below.

INVOICE INSTRUCTIONS

The Contractor shall submit all invoices in the manner specified below:

The Contractor shall submit one original copy of each invoice to the address specified below:

Office of Financial Services
Food and Drug Administration
10903 New Hampshire Avenue
W032-Second Floor
Bldg. 32, Rm. 2162, Mail Hub 2145
Silver Spring MD 20993-0002
Attn: Vendor Payments

Phone: (301) 827-3742 or (866) 807-3742

Email: fdavendorpaymentsteam@fda.gov

Invoices submitted under this order must comply with the requirements set forth in FAR clauses 52.232-25 (Prompt Payment) and 52.232-33 (Payment by Electronic Funds Transfer – Central Contractor Registration) and/or other applicable FAR clauses specified herein. To constitute a proper invoice, the invoice must be submitted on company letterhead and include each of the following:

- (I) Name and address of the contractor;
- (II) Invoice date and Invoice number;
- (III) Purchase Order/Award Number;
- (IV) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed, including: (a) period of performance for which costs are claimed; (b) itemized travel costs, including origin and destination; and (c) any other supporting information necessary to clarify questionable expenditures;
- (V) Shipping number and date of shipping, including the bill of lading number and weight of shipment if shipped on government bill of lading;
- (VI) Terms of any discount for prompt payment offered;
- (VII) Name and address of official to whom payment is to be sent (must be the same as that in the purchase order/award, or in a proper notice of assignment)
- (VIII) Name, title and phone number of person to notify in event of a defective invoice;
- (IX) Taxpayer Identification Number (TIN);
- (X) Electronic Funds Transfer (EFT) banking information, including routing transit number of the financial institution receiving payment and the number of the account into which funds are to be deposited;
- (XI) Name and telephone number of the COR or other program center/office point of contact, as referenced on the purchase order; and,
- (XII) Any other information or documentation required by the purchase order/award.

An electronic invoice is acceptable if submitted in Adobe Acrobat (PDF) format. All items listed in (i) through (xii) of this clause must be included in the electronic invoice. Electronic invoices must be on company letterhead, must contain no ink changes and be legible for printing. Questions regarding invoices shall be directed to the FDA at the telephone numbers provided above.

Payment will only be made on a firm-fixed-price basis.

CONFLICTS OF INTEREST

The Contractor warrants that, to the best of its knowledge and belief, and except as otherwise disclosed to the Contracting Officer, it does not have any actual, potential, or apparent conflict of interests pertaining to the subject order, as defined in FAR Subpart 9.5 and HHS and FDA policies, for its organization, employees, or subcontractors working or proposed to be working under this order.

The Contractor agrees that, if after award, it discovers a conflict of interest with respect to this order, it shall make an immediate and full disclosure in writing to the FDA Contracting Officer for this order.

The Government reserves the right to exercise any remedy available at law or equity, including termination of the order for cause or convenience, should the Government determine remedial action is necessary to address any actual, potential, or apparent conflict of interest.

Part 4-Contract Clauses

4.1 HHSAR Clauses Incorporated by Reference

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:
<http://www.hhs.gov/policies/hhsar/subpart301-1.html>.

352.211-3, PAPERWORK REDUCTION ACT (DEC 2015)
 352.203-70, ANTI-LOBBYING (DEC 2015)
 352.215-70, LATE PROPOSALS AND REVISIONS (DEC 2015)
 352.222-70, CONTRACTOR COOPERATION IN EQUAL EMPLOYMENT OPPORTUNITY INVESTIGATIONS (DEC 2015)
 352.223-70, SAFETY AND HEALTH (DEC 2015)
 352.224-70, PRIVACY ACT (DEC 2015)
 352.227-70, PUBLICATIONS AND PUBLICITY (DEC 2015)
 352.237-75 KEY PERSONNEL (DEC 2015)

4.2 FAR Clauses Incorporated by Reference:

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
 This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:
www.acquisition.gov/far/index.html

52.202-1 Definitions (November 2013)
 52.203-5 Covenant Against Contingent Fees (May 2014)
 52.203-7 Anti-Kickback Procedures (May 2014)
 52.212-4 Contract Terms and Conditions-Commercial Items (May 2015)
 52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)

4.3 FAR Clauses in Full Text:

Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Mar 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

X 52.204-7 -- System for Award Management (Jul 2013)

X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (Nov 2011) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (ii) Alternate I (Jan 2011) of 52.219-4.

___ (13) [Reserved]

X (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

- ___ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637 (d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (Oct 2015) of 52.219-9.
- _X_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- X (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- ___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- ___ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ___ X (i) 52.222-22 -- Previous Contracts and Compliance Reports.
- X (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- ___ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- ___ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- ___ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- ___ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)
- ___ (ii) Alternate I (Oct 2015) of 52.223-13.
- ___ (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-14.

X (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-16.

X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

X (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

X (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (May 2014) of 52.225-3.

___ (iii) Alternate II (May 2014) of 52.225-3.

___ (iv) Alternate III (May 2014) of 52.225-3.

(43) 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

___ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

X (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

X (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

X (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xi) ____ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of Clause)
- Alternate I (Feb 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause”.
- Alternate II (Mar 2016). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:
- (d)
- (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—
- (i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and
- (ii) Interview any officer or employee regarding such transactions.
- (e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and
(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) 52.203–13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(B) 52.203–15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219–8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222–21, Prohibition of Segregated Facilities (Apr 2015).

(E) 52.222–26, Equal Opportunity (Apr 2015) (E.O. 11246).

(F) 52.222–35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(G) 52.222–36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(H) 52.222–40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(I) 52.222–41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(J) ____ (1) 52.222–50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (2) Alternate I (Mar 2015) of 52.222–50 (22 U.S.C. chapter 78 E.O. 13627).

(K) 52.222–51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(L) 52.222–53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

(M) 52.222–54, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).

(N) 52.222–55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(O) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226–6.

(P) 52.247–64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247–64.

FAR 52.217-8, Option To Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period of performance of this contract.

FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the period of performance of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years and six months.

Part 5– Instructions to Offerors

Offerors shall include in the quote, a cover page which shall include a point of contact (name, telephone number, and email address), proposed firm-fixed-prices (i.e. complete the pricing table in Subpart 2.2) estimated delivery date, business size and type (e.g. small, 8(a) small businesses, veteran-owned small businesses, woman-owned small businesses, etc.), Dun and Bradstreet (DUNS) number, country of manufacturing of equipment, and certification that all company information listed in the System for Award Management (SAM) database is complete, accurate, and current.

Offerors shall ensure the solicitation number is visible in the header of the email transmission of their quote. Offerors shall complete the pricing tables for the base period equipment plus the four (4) option periods.

The technical evaluation for this solicitation will be the offeror's ability to meet the required specifications listed in section 3.2, Salient Characteristics. Faxed quotes will not be accepted.

Quotes must be valid through September 30th, 2016.

Offers shall be no more than 5 pages in response, inclusive of cover letter.

Offerors Response Date and Time:

All quotes and revisions shall be submitted via email to Naomi.Carter@fda.hhs.gov with subject line titled "FDA-SOL-1165423" by or before 10:00 AM Eastern Time on Tuesday, June 7th, 2016.

Award shall be made to the Lowest Priced Technically Acceptable (LPTA) offer